

**CITY ATTORNEY EMPLOYMENT SERVICES AGREEMENT**

THIS AGREEMENT is made by and between the CITY OF FERNLEY, a political subdivision of the State of Nevada, hereinafter "CITY", and Brandi Jensen, hereinafter "Employee".

WHEREAS, the parties desire to retain the professional services of the Employee;

NOW, THEREFORE, the parties hereby enter into the following agreement:

1. **SERVICES.** The Employee shall perform duties of the City Attorney as provided in Ordinance #2001-0003, Nevada Revised Statutes Chapter 266, and the Job Description for City Attorney, attached hereto as Attachment A. As stated in the Job Description, the Employee shall be expected to devote 100% of her work time to the City of Fernley and therefore, no attorney services, except for the Employee's own and/or the Employee's family, shall be provided to any other client unless written permission is provided by the City.

2. **TERM OF AGREEMENT.** This agreement shall be in effect beginning March 22, 2010. The Employee shall remain an "at will" employee serving at the pleasure of the Mayor and City Council.

3. **COMPENSATION.** The City agrees to pay the following:

Effective March 22, 2010, the salary range (stated annually) shall be range "CM-CA", which is:

Step A	B	C	D	E	F	G	H	I
\$82,313	\$85,605	\$89,029	\$92,590	\$96,294	\$100,146	\$104,152	\$108,318	\$112,651

Effective March 22, 2010, the Employee shall be compensated at Step G (\$104,152) per year. 50.67/hr

The annual salary increase (also known as "cost of living increase") will be applied the same as other City employees. The annual increase will increase the stated "CM-CA" range by said annual percentage increase.

Effective March 22, 2011, the Employee is eligible for consideration of a merit increase to step H (the Employee's next step) of the stated "CM-CA" range based upon performance of satisfactory or above in accordance with Section 9 of this agreement.

4. **HEALTH INSURANCE.** The City shall pay eighty percent (80%) of the premiums of the City's group health insurance for the Employee and her dependents. The Employee is responsible for all other charges and costs not covered by the City.

5. **LEAVE AND BENEFITS.** The Employee shall be provided the same leave benefits and other benefits as provided to other City employees, pursuant to the Personnel Policy Manual.

6. **RETIREMENT BENEFITS.** The Employee shall continue to receive the retirement benefits provided pursuant to State Law.

7. **PROFESSIONAL DEVELOPMENT DUES AND EXPENSES.** Travel, training and other such expenses are and shall be provided pursuant to the City's annual budgets. The City shall pay the Employee's annual dues to the Professional Associations related to the City Attorney position. The Employee shall be entitled to use a personal vehicle for travel on official business and receive business mileage at the applicable federal reimbursement rate. For travel on official business, the Employee shall receive an allowance for lodging, meals and incidentals in accordance with location specific federal per diem rates. The Employee may be entitled to additional reimbursement for lodging where per diem rates do not cover the entire cost. The

Employee is entitled to per diem in advance and is only required to produce a receipt for lodging in excess of \$75.00. The Employee is entitled to per diem and mileage when traveling on official business pursuant to the approved City of Fernley Travel and Training Policy.

The City Attorney may be entitled (via costs of registration, travel and per diem) to attend, at the minimum, two (2) of the following four (4) annual conferences: International Municipal Association Annual Conference, Nevada Government Civil Attorneys Annual Conference, National District Attorneys Association's Government Civil Practice Annual Conference and Nevada League of Cities Annual Conference, in addition to other relevant seminars as the budget provides.

8. **ERRORS & OMISSIONS COVERAGE**. The City shall include the Employee in its Errors & Omissions insurance coverage.

9. **PERFORMANCE EVALUATION**. The Employee shall be provided an annual performance evaluation in accordance with Attachment B, Performance Evaluation, as may be amended to reflect the Council approved City Attorney performance goals as approved in the annual budget. The Mayor and City Council shall conduct the performance evaluation. Upon an average rating of satisfactory or higher, the Employee may be entitled to a step increase as outlined in Section 3 of this Agreement. In the event that the Employee receives a step increase the City Treasurer shall reflect, retroactive to the Employee's anniversary date of initial employment, of each year where applicable, the step increase for the Employee upon receiving the results listed in Attachment B based upon an average rating of satisfactory or higher.

10. **WORK PERFORMANCE.** The performance timeline standards outlined under Performance Measures of Attachment B shall be the acceptable levels of performance by the Employee. Where City Council members, the Mayor, the City Manager, and Department Directors request legal advice which is likely to consume more than two hours, the request for legal advice shall require City Council approval, unless the legal advice sought is precisely consistent with prior City Council policies and/or directives.

11. **TERMINATION OF EMPLOYMENT.** The City (by Mayor and Council Action) may terminate this Agreement without cause upon two (2) months advance written notice to the Employee; in the event that the City terminates this agreement upon less than two (2) months advance written notice, the Employee shall be entitled to four (4) months severance pay. The Employee may terminate this agreement upon giving one (1) month advance written notice. The City (by Mayor and Council Action) may terminate this agreement at any time and without severance pay for the Employee's conviction of a felony or an offense of moral turpitude. The City may also terminate this Agreement at any time and without severance pay if the Employee breaches any terms of this Agreement, the City finds that the Employee has violated any City policies or provisions as stated in the City of Fernley Personnel Manual, or that the Employee has failed to perform at an average or above level in the yearly evaluations as described in Section 9 of this Agreement.

12. **CITY ATTORNEY DEPARTMENT EMPLOYEES.** The Employee shall have the final decision in selecting City Attorney Department employees and determining which rate step within the designated range the Department employee begins and alter

the rate step within the designated range thereafter. Termination of City Attorney Department employees shall be in accordance with the City's Personnel Manual.

13. **GOVERNING AUTHORITY.** The terms of this Agreement are governed by the Nevada Revised Statutes. If any section of this Agreement is in violation of a statutory NRS provision, only the violating section shall be void and the Agreement is valid as it relates to the remaining sections. The terms of this Agreement shall supersede any provisions of the City's Personnel Manual where the terms and provisions may conflict.

14. **MODIFICATION OF AGREEMENT.** This Agreement may be modified only by written Agreement of the parties. The parties will agree to meet and confer regarding possible modification no later than three (3) years after the effective date of this Agreement.

Signed:

3/3/10  
Date

By:

LeRoy Goodman  
LeRoy Goodman, Mayor  
CITY OF FERNLEY

Attest:

3/3/10  
Date

By:

Lena Shumway  
Lena Shumway, City Clerk  
CITY OF FERNLEY

3/9/10  
Date

By:

Brandi Jensen  
Brandi Jensen,  
Employee

SUBSCRIBED and SWORN to before me  
this 9th day of March, 2010.

Mary C. Hardisty  
Notary Public

Notary Public-State of Nevada  
County of Nye  
Mary C. Hardisty  
My Expiration Expires  
October 13, 2010  
No.: 01-69772-14